

**AGREEMENT FOR TRAFFIC CONTROL DEVICE**

**Type of Work: Traffic Signal Installation and Maintenance**

**Location: Hamlin Road and Crossover East of Adams**

The undersigned hereby agree to participate in the cost of maintenance and operation of the above traffic control device on the basis of the following division of costs ("Agreement"). The Road Commission for Oakland County ("RCOC") owns and operates the traffic signal and related equipment and invoices the City of Rochester Hills ("City") on a monthly basis for the cost of energy, operation, and maintenance, including any leased line interconnection billings included in maintenance costs. LRH Development, LLC ("Developer") is the owner and developer of the Legacy of Rochester Hills multifamily residential land development project located at the northeast quadrant of the Hamlin Road/Adams Road intersection (Parcel no. 15-29-101-022) and will benefit from and will generate traffic contributing to the need for the subject traffic signal. Pursuant to this Agreement, the City will, in turn, invoice Developer, and Developer will pay to the City, Developer's proportionate share of all such costs for which RCOC bills to the City in accordance with the following Division of Costs:

**DIVISION OF COSTS**

City	67%
Developer	33%
<b>Total</b>	<b>100%</b>

The City will pay the invoices from RCOC and subsequently invoice Developer for payment of Developer's proportionate share pursuant to the Division of Costs stated above. Developer will pay all City invoices within 30 days of the date of the invoice, or shall be in default under this Agreement. If Developer is in default under this Agreement, the City may assess the amount owing to the City's real property tax roll, which shall be a lien on the Developer's real property and will be collectible and enforceable in the same manner general property taxes are collected and enforced. In addition or alternatively, the City may file a court action to recover monetary damages as a result of the default, including but not limited to the amount owing under this Agreement plus the City's attorney fees and costs.

This Agreement, unless otherwise cancelled or terminated by mutual agreement of the parties, is intended to remain in effect for as long as the subject traffic signal and related equipment remain in place and in operation. Developer's obligations under this Agreement will run with the land and be binding on Developer's successors, grantees, and assigns.

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APPROVED:

**LRH DEVELOPMENT, LLC**

**CITY OF ROCHESTER HILLS**

Date: January 26, 2023

Date: \_\_\_\_\_

X By:  \_\_\_\_\_

By: \_\_\_\_\_

Eric Bell, Manager  
Title of Authorized Official

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Title of Authorized Official